



**Registration of a Charge**

Company Name: **AIRNOW PLC**

Company Number: **10706264**



Received for filing in Electronic Format on the: **21/12/2021**

XAJSGNDL

**Details of Charge**

Date of creation: **06/12/2021**

Charge code: **1070 6264 0005**

Persons entitled: **TRIPLE DRAGON FUNDING BETA LIMITED**

Brief description:

**Contains floating charge(s) .**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **FOX WILLIAMS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 10706264

Charge code: 1070 6264 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th December 2021 and created by AIRNOW PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st December 2021 .

Given at Companies House, Cardiff on 22nd December 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



## TRIPLE DRAGON – CHARGE DEED

THIS CHARGE DEED is dated 6 December 2021

### **PARTIES**

- (1) Each of the companies listed in Schedule 1 (each a “Chargor” and together, the “Chargors”); and
- (2) **Triple Dragon Funding Beta Limited**, a limited company incorporated and existing under the laws of England and Wales and having its registered office at 2 Woodberry Grove, London N12 0DR, United Kingdom and registered under number 13192160 (the “Lender”).

### **BACKGROUND**

- (A) The Borrower and Lender have entered into a credit facility agreement on or around the date of this deed (the “Facility Agreement”).
- (B) The Lender has agreed as per the terms of the Facility Agreement to provide Borrower with a loan facility over which this Charge Deed is enforceable.
- (C) This deed provides security which each Chargor has agreed to give Lender for making the loan facility available under the Facility Agreement.

### **AGREED TERMS**

#### **1 DEFINITIONS AND INTERPRETATION**

##### **1.1 Definitions and interpretations**

Terms defined and the provisions of the interpretation clause in the General Terms and Conditions shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed.

**Borrower:** Airnow PLC, a public limited company incorporated under the laws of England and Wales and with its registered address at Salisbury House, London Wall, London EC2M 5PS, United Kingdom and Company Number 10706264.

**Collection Account:** the account in the name of Lender or Borrower, as set out in the Facility Agreement, the details of which are to be confirmed in writing within 60 Business Days of the date of this deed.

**Receivables:** moneys due to each Chargor as specified in the Facility Agreement but not yet paid.

**Secured Assets:** all Receivables and any monies in the Collection Account, which are, or are expressed to be, subject to the security created by, or pursuant to, this deed (and references to the Secured Assets shall include references to any part of them).

**Secured Liabilities:** all present and future obligations of each Chargor to Lender, whether actual or contingent, jointly owing or severally, as principal or surety or in any other capacity, under or in connection with the Facility Agreement or this deed together with all interest(s)/fee charges (including, but without limitation, default interest) accruing in respect of those obligations or liabilities. For the avoidance of doubt, in the event of a dispute, whether reaching the point of Court/Arbitration proceedings or not, any and all legal fees accrued shall be payable by Borrower.

##### **1.2 Clawback**

If Lender considers that an amount paid in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of a Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

#### **2 PERPETUITY PERIOD**

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).



### 3 COVENANT TO PAY

Each Chargor shall, on demand, pay to Lender and discharge the Secured Liabilities when they become due.

### 4 GRANT OF SECURITY

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to Lender, by way of a first floating charge, its Secured Assets.

### 5 CRYSTALLISATION OF FLOATING CHARGE

#### 5.1 Automatic Crystallisation

The floating charge created by Clause 3 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:-

- 5.1.1 a Chargor creates or attempts to create, without the prior consent of Lender, a security or a trust in favour of another person over all or any of the part of the Secured Assets (except as expressly permitted by the terms of this deed or the Facility Agreement); or
- 5.1.2 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or
- 5.1.3 a resolution is passed or an order is made for the winding up, dissolution, administration or re-organisation of a Chargor.

#### 5.2 Crystallisation by Notice

Lender may, at its sole discretion and by written notice to any Chargor, convert the floating charge created by this deed into a fixed charge as regards any part of the Secured Assets specified by Lender in that notice if:

- 5.2.1 an Event of Default occurs and is continuing; or
- 5.2.2 Lender, acting reasonably, considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

#### 5.3 Assets Acquired After Any Floating Charge Has Crystallised

Any assets acquired by a Chargor after any crystallisation of the floating charge created under this deed that, but for that crystallisation, would be subject to a floating charge under this deed, shall (unless Lender confirms otherwise to that Chargor in writing) be charged to Lender by way of first fixed charge.

### 6 LIABILITY OF THE BORROWER

#### 6.1 Liability not discharged

In respect of any of the Secured Liabilities, a **Chargor's** liabilities/obligations shall not be discharged, prejudiced or affected by:

- 6.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, Lender that is or becomes wholly or partially illegal, void or unenforceable on any ground;
- 6.1.2 Lender's renewing, determining, varying or increasing of any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- 6.1.3 any other act or omission, which but for this clause 5.1 might have discharged, or otherwise prejudiced or affected, the liability of that Chargor.

#### 6.2 Immediate recourse

Each Chargor waives any right it may have to require Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against that Chargor.



## **7 REPRESENTATIONS AND WARRANTIES**

Each Chargor represents and warrants to the Lender in respect of itself in the terms set out in Schedule 2. The representations and warranties set out in Schedule 2 are made on the date of this deed.

## **8 COVENANTS**

Each Chargor covenants with the Lender in the terms set out in Schedule 3.

## **9 POWERS OF THE LENDER**

### **9.1 Power to remedy**

Lender shall be entitled (but shall not be obliged) to remedy a breach at any time by a Chargor of any of its obligations contained in this deed and each Chargor irrevocably authorises Lender and its agents to do all such things as are necessary or desirable for that purpose.

### **9.2 Exercise of rights**

Lender's rights under clause 8.1 are without prejudice to any other rights of Lender under this deed. The exercise of those rights shall not make Lender liable to account as a mortgagee in possession.

### **9.3 Prior Security**

At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, Lender may:

9.3.1 redeem such or any other prior Security, or procure its transfer to itself; and

9.3.2 settle and pass any account of the holder of any prior Security.

Any settled and passed accounts shall be, in the absence of any manifest error, conclusive and binding on each Chargor. All monies paid by Lender to an encumbrancer in settlement of such an account shall, as from its payment by Lender, be due from that Chargor to Lender on current account and shall bear interest at the default rate of interest specified in the Facility Agreement and be secured as part of the Secured Liabilities.

### **9.4 Indulgence**

Lender may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person that is not a party to this deed (whether or not such person is jointly liable with the Chargors) in respect of any of the Secured Liabilities, or of any other security for them, without prejudice either to this deed or to the liability of each Chargor for the Secured Liabilities.

## **10 ENFORCEMENT**

### **10.1 Enforcement**

The security constituted by this deed shall become immediately enforceable in any of the circumstances set out in paragraph 1 of Schedule 4. The parties to this deed agree that the provisions of Schedule 4 shall apply to this deed and shall be binding between them.

### **10.2 Power of sale**

At any time after the security constituted by this deed has become enforceable, Lender and any Receiver may (without prejudice to any other right which the Lender or Receiver may have) without further notice to any Chargor exercise the power to sell or otherwise dispose of the whole or any part of the Secured Assets.

### **10.3 Terms of sale**

Any sale or disposal under clause 9.2 may be made in such manner, on such terms and for such consideration (whether payable immediately or by instalments) as Lender or Receiver, as the case may be, shall in its absolute discretion think fit and without liability for loss.

### **10.4 Right of appropriation**

10.4.1 To the extent that any part of the Secured Assets constitute Financial Collateral and this deed and the obligations of any Chargor hereunder constitute a Security Financial Collateral



Arrangement, the Lender shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of that part of the Secured Assets in or towards the payment and/or discharge of the Secured Liabilities in such order as the Lender in its absolute discretion may from time to time determine.

10.4.2 The value of a Secured Asset appropriated in accordance with this clause shall be, in the case of cash, the amount of cash appropriated.

10.4.3 Each Chargor agrees that the method of valuation provided for in this clause is commercially reasonable for the purposes of the Financial Collateral Regulations.

## **11 COSTS AND INDEMNITY**

### **11.1 Costs**

Each Chargor shall, within ten Business Days of demand, pay to, or reimburse, Lender and any Receiver, all reasonable and proper costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender or any Receiver in connection with:

11.1.1 this deed or the Secured Assets;

11.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of Lender's or Receiver's rights under this deed; or

11.1.3 taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of that Chargor) at the rate and in the manner specified in the Facility Agreement.

### **11.2 Indemnity**

Each Chargor shall indemnify Lender and each Receiver, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) properly and reasonably suffered or incurred by any of them arising out of or in connection with:

11.2.1 the exercise, or purported exercise, of any of the powers, authorities or discretions vested in them under this deed;

11.2.2 any matter or thing done, or omitted to be done, in relation to the Secured Assets under those powers; or

11.2.3 any default or delay by that Chargor in performing any of its obligations under this deed.

Any past or present employee or agent may enforce the terms of this clause 10.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

### **11.3 Release**

Subject to clause 12.3, on the expiry of the Security Period (but not otherwise), Lender shall, at the request and expense of the Chargors, take whatever action is necessary to:-

11.3.1 release the Secured Assets from the security constituted by this deed; and

11.3.2 reassign the Secured Assets to the relevant Chargor.

## **12 FURTHER PROVISIONS**

### **12.1 Independent security**

This deed shall be in addition to, and independent of, every other security or guarantee which Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Secured Assets shall merge in the security created by this deed.



## 12.2 Continuing security

This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until Lender discharges this deed in writing.

## 12.3 Discharge conditional

Any release, discharge or settlement between a Chargor and Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

12.3.1 Lender or its nominee may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for such period as Lender deems necessary to provide Lender with security against any such avoidance, reduction or order for refund; and

12.3.2 Lender may recover the value or amount of such security or payment from that Chargor subsequently as if such release, discharge or settlement had not occurred.

## 12.4 Consolidation

The restriction on the right of consolidation contained in section 93 of the Law of Property Act 1925 shall not apply to this deed.

## 12.5 Accession of additional chargors

**The Lender and the Borrower may agree from time to time for any other member of the Borrower's group to accede to this deed as a "Chargor", assuming the same obligations in respect of itself as those assumed by each Chargor and charge its Secured Assets on the terms of this deed as if it were a Chargor as at the date of this deed. Such accession shall become effective on that member of the Borrower's group executing a deed of accession in form and substance satisfactory to the Lender.**

## 13 GENERAL PROVISIONS

This Deed is subject to and governed by the general provisions as set out in the General Terms.

**In the event of any ambiguity surrounding either parties' rights and/or obligations as a result of** conflicting language contained in both the General Terms and this Deed, those rights and obligations shall be construed as per the wording of this Deed, taking precedence over the General Terms.



#### **Schedule 1   Chargors**

- (1)     AIRNOW PLC, a public limited company incorporated under the laws of England and Wales, with registered number 10706264 and whose registered office is at Salisbury House, London Wall, London, England, EC2M 5PS;
- (2)     AIRNOW MEDIA LIMITED, a company incorporated under the laws of England and Wales with registered number 12798820 and whose registered office is at Salisbury House, London Wall, London, England, EC2M 5PS;
- (3)     AIRNOW DATA LIMITED, a company incorporated under the laws of England and Wales with registered number 12523505 and whose registered office is at Salisbury House, London Wall, London, England, EC2M 5PS; and
- (4)     AIRNOW CYBERSECURITY LTD, a company incorporated under the laws of England and Wales with registered number 11757996 and whose registered office is at Pickering House, 40a York Place, Leeds, United Kingdom, LS1 2ED.





## **Schedule 2 Representations and warranties**

### **1 OWNERSHIP OF SECURED ASSETS**

It is the legal and beneficial owner of the Secured Assets it has charged under this deed.

### **2 NO SECURITY**

The Secured Assets is free from any Security other than the Security created by this deed.

### **3 ADVERSE CLAIMS**

It has not received or acknowledged notice of any adverse claim by any person in respect of the Secured Assets or any interest in them.

### **4 ADVERSE COVENANTS**

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever, which materially adversely affect the Secured Assets.

### **5 NO BREACH OF LAWS**

There is no breach of any law or regulation which materially adversely affects the Secured Assets.

### **6 AVOIDANCE OF SECURITY**

No Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of that Chargor or otherwise.

### **7 NO PROHIBITIONS OR BREACHES**

The entry into of this deed by the Chargor does not and will not constitute a breach of any agreement or instrument binding on that Chargor or its assets.



### **Schedule 3 Covenants**

#### **1 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

No Chargor shall at any time, except with the prior written consent of Lender:

- 1.1 create, purport to create or permit to subsist any Security on, or in relation to, the Secured Assets other than this deed; or
- 1.2 sell, or otherwise deal with the Receivables for money or otherwise than for the purpose of getting in and realising them in the ordinary course, and for the purposes of carrying on its business (which expression shall not include the selling, factoring, or discounting by that Chargor of the Receivables); or
- 1.3 create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

#### **2 ENFORCEMENT OF RIGHTS**

Each Chargor shall use its reasonable endeavours to procure the prompt observance and performance by the counterparty to any agreement or arrangement with that Chargor relating to the Secured Assets and enforce any rights and institute, continue or defend any proceedings relating to the Secured Assets which Lender may reasonably require from time to time.

#### **3 FURTHER ASSURANCE**

Each Chargor, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as Lender may reasonably require) in favour of Lender as Lender, in its absolute discretion, requires from time to time over all or any part of the Secured Assets and give all notices, orders and directions which the Lender may require, in its absolute discretion for perfecting, protecting or facilitating the realisation of its security over the Secured Assets.

#### **4 COLLECTION OF RECEIVABLES**

- 4.1 Each Chargor shall collect in and realise all of its Receivables, and in as far as these are not paid directly in to the Collection Account, pay the proceeds into the Collection Account immediately on receipt and, pending that payment, hold the proceeds in trust for Lender;
- 4.2 No Chargor shall at any time after the floating charge on its Receivables has crystallised, without the prior written consent of the Lender, withdraw any amounts standing to the credit of the Collection Account.
- 4.3 At any time after the floating charge on the Receivables has crystallised each Chargor shall if called on to do so by the Lender, execute a legal assignment of the Receivables to the Lender on such terms as Lender may require and give notice of the assignment to the debtors from whom the Receivables are due or incurred;



## Schedule 4 Enforcement

### 1 ENFORCEMENT EVENTS

This deed shall be enforceable if an Event of Default occurs and in any such event (whether or not the event is continuing), without prejudice to any other rights of Lender, the powers of sale under the Law of Property Act 1925 shall immediately be exercisable and the Lender may, in its absolute discretion, enforce all or any part of the security created by this deed as it sees fit.

### 2 POWER OF SALE

The power of sale under this deed (including any statutory power of sale) shall, as between Lender and a purchaser from Lender, arise on and be exercisable at any time after the execution of this deed, but Lender shall not exercise such power of sale until the security constituted by this deed has become enforceable under paragraph 1 of this Schedule 3.

### 3 PROTECTION OF THIRD PARTIES

No purchaser, mortgagee or other person dealing with Lender or any Receiver shall be concerned:

- 3.1 to enquire whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged, or whether the power Lender or a Receiver is purporting to exercise has become exercisable; or
- 3.2 to see to the application of any money paid to Lender or any Receiver.

### 4 NO LIABILITY AS MORTGAGEE IN POSSESSION

Neither Lender nor any Receiver shall be liable to account as mortgagee in possession in respect of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, the Secured Assets for which a mortgagee in possession might be liable as such.

### 5 APPOINTMENT OF RECEIVER

- 5.1 At any time after the security constituted by this deed has become enforceable, or at the request of a Chargor, Lender may, without further notice:

- 5.1.1 appoint by way of deed, or otherwise in writing, any one or more person or persons to be a receiver of all or any part of the Secured Assets; and
- 5.1.2 from time to time, by way of deed, or otherwise in writing, remove any person appointed to be Receiver and may, in a similar manner, appoint another in his place.

Where more than one person is appointed Receiver, they shall have power to act separately (unless the appointment by Lender specifies to the contrary).

- 5.2 Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the Law of Property Act 1925 and the remuneration of Receiver shall be a debt secured by this deed which shall be due and payable immediately upon its being paid by the Secured Assets.

### 6 POWER OF SALE ADDITIONAL

- 6.1 The powers of sale and appointing a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the Law of Property Act 1925 or otherwise, and shall be exercisable without the restrictions contained in Sections 103 and 109 of the Law of Property Act 1925 or otherwise.
- 6.2 The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by Lender despite any prior appointment in respect of all or any part of the Secured Assets.



## **7 AGENT OF THE CHARGORS**

Any Receiver appointed by Lender under this deed shall be the agent of the Chargors and the Chargors shall be jointly and severally responsible for his acts and remuneration, as well as for any defaults committed by him.

## **8 POWERS OF RECEIVER**

Any Receiver appointed by Lender under this deed shall, in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986, have the power to do all such acts and things as an absolute owner could do in the management of the Secured Assets.

## **9 ORDER OF APPLICATION OF PROCEEDS**

All monies received by Lender or a Receiver in the exercise of any enforcement powers conferred by this deed shall be applied:

- 9.1 first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Lender (and any Receiver, attorney or agent appointed by it);
- 9.2 second in paying the remuneration of any Receiver (as agreed between Receiver and Lender);
- 9.3 third in or towards discharge of the Secured Liabilities in such order and manner as the Lender determines; and
- 9.4 finally in paying any surplus to the Chargors or any other person entitled to it.

## **10 APPROPRIATION**

Neither Lender nor any Receiver shall be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

## **11 SUSPENSE ACCOUNT**

All monies received by Lender or a Receiver under this deed may, at **Lender's or Receiver's sole** discretion, be credited to any suspense or securities realised account and shall bear interest at such rate, if any, as may be agreed in writing between Lender and a Chargor, and may be held in such account for so long as Lender or Receiver thinks fit.

## **12 POWER OF ATTORNEY**

By way of security, each Chargor irrevocably appoints Lender and every Receiver separately to be the **such Chargor's** attorney of and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things which:

- 12.1 that Chargor is required to execute and do under this deed, including execute any document required by Lender under paragraph 3 of Schedule 3; and/or
- 12.2 any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this deed or by law on Lender or any Receiver.

## **13 RATIFICATION OF ACTS OF ATTORNEY**

Each Chargor ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in paragraph 12 of this Schedule 4.



This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by **AIRNOW PLC** acting  
by a director, in the presence of:

[Redacted Signature]

Director

Witness Signature:

[Redacted Signature]

Witness Name:

**Clive Carver**  
.....

Witness Address:

[Redacted Address]

Occupation:

**Chairman & CFO**  
.....

Executed as a deed by **AIRNOW MEDIA  
LIMITED** acting by a director, in the  
presence of:

[Redacted Signature]

Director

Witness Signature:

[Redacted Signature]

Witness Name:

**Clive Carver**  
.....

Witness Address:

[Redacted Address]

Occupation:

**Chairman & CFO**  
.....



Executed as a deed by **AIRNOW DATA LIMITED** acting by a director, in the presence of:

[Redacted]

Director

Witness Signature:

[Redacted]  
.....9A7DE275AE9D450.....

Witness Name:

**Clive Carver**  
.....

Witness Address:

[Redacted]

Occupation:

**Chairman & CFO**  
.....

Executed as a deed by **AIRNOW CYBERSECURITY LIMITED** acting by a director, in the presence of:

[Redacted]

Director

Witness Signature:

[Redacted]

Witness Name:

**Clive Carver**  
.....

Witness Address:

[Redacted]  
.....

Occupation:

**Chairman & CFO**  
.....



Executed as a deed by **TRIPLE DRAGON  
FUNDING BETA LIMITED (Lender)** acting  
by a director, in the presence of:

DocuSigned by:  
[Redacted Signature]  
20E8B3947F1244C...

Director

[Redacted Signature]

Witness Signature:

**Charles Brooke**

Witness Name: .....

[Redacted Address]

Witness Address:

.....  
.....

**Director**

Occupation: .....